BILL NO. S-89-11-28

SPECIAL ORDINANCE NO. S-203-89

AN ORDINANCE approving **CONTRACT FOR RES. 6136-89, WATER CONSTRUCTION MAINTENANCE STREET CUTS PKG. XIII (89).** between **MERGY CONSTRUCTION COMPANY** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the **CONTRACT FOR RES. 6136-89, WATER CONSTRUCTION MAINTENANCE STREET CUTS PKG. XIII (89)** by and between **MERGY CONSTRUCTION COMPANY** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> **the improvement and restoration of various street cuts (36 in NW & NE Quadrant of Fort Wayne) made by the Water Construction Maintenance Department to its original and aesthetic quality. Locations are as per the attached;**

the Contract price is Forty-Three Thousand Six Hundred Sixty-Nine and 23/100 ($43,669.23), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

	QUAD	PERMIT	LOCATION	CUT SIZE	TYPE	J
1	N/E	21785	1321 FERGUSION AVE.	25.5 L.F.	CURB II-A	~
2	N/E	21785	1321 FERGUSION AVE.	13.5 X 25.5	ST.PAVMT.9"	10
3	N/E	25165	1915 FOREST DOWNS	31 L.F.	CURB I-B	~
4	N/E	25165	1915 FOREST DOWNS	5.5 X 18 + 5 X 16	DR.APP.6"	~
5	N/E	25165	1915 FOREST DOWNS	5 X 5	SIDEWALK 4"	~
6	N/E	28405	IVY POINT PLACE	5 X 15	SIDEWALK 4"	~
7	N/E	28405	IVY POINT PLACE	8 X 19 + 15 X 16	DR.APP 6"	~
8	N/E	28405	IVY POINT PLACE	11.5 X 13.5	ST&RL.CURB9"	9
9	N/E	26099	4525 KAREN AVE. (PRIORTY)	5 X 19+11.5 X 16.5	DR.APP.6"	~
10	N/E	21409	2713 KINGSLAND CT.	5 X 8	SIDEWALK 4"	~
11	N/E	21409	2713 KINGSLAND CT.	5 X 12	DR.APP. 6"	~
12	N/E	22448	2902 PARNELL AVE.	5 X 15	DR.APP 6"	~
13	N/E	25179	STATE ST. @ BARNHART AVE.	28 L.F.	CURB I-B	~
14	N/E	25179	STATE ST. @ BARNHART AVE.	10 X 12	WINGWALK&RMP	~
15	N/E	25206	5301 STONEY RUN	5.5 X 13 + 5 X 12	DR.APP.6"	~
16	N/E	25206	5301 STONEY RUN	5 X 15	SIDEWALK 4"	~
17	N/E	23560	1515 TECUMSEH AVE.	3 X 5 + 5 X 6	SIDEWALK 4"	~
18	N/E	~	1545 VANCE AVE.	5 X 20	SIDEWALK 4"	~
19	N/E	24998	VANCE @ ADDISION AVE.	5 X 11	SIDEWALK 4"	~
20	N/E	~	3216 VARSITY LN.	14. X 35.5	ST&RL.CURB9"	16
21	N/E	~	810 WARWICK AVE.(PRIORTY)	5 X 15 + 5.5 X 17	DR.APP.6"	~
22	N/E	~	810 WARWICK AVE.(PRIORTY)	20 L.F.	CURB I-B	~
23	N/E	~	810 WARWICK AVE.(PRIORTY)	5 X 5	SIDEWALK 4"	~
24	N/W	25483	1200 ARCHER AVE.	33 L.F.	CURB II-A	~
25	N/W	25483	1200 ARCHER AVE.	14.5 X 33	ST.PAVMT.9"	12
26	N/W	22530	1100 BALTES AVE.	33.5 L.F.	CURB II-A	~
27	N/W	22530	1100 BALTES AVE.	12.5 X 33.5	ST.PAVMT.9"	12
28	N/W	21736	823 CHERRY BLOSSOM LN	5 X 5	SIDEWALK 4"	~
29	N/W	24214	1600 JESSE AVE.	23.5 L.F.	CURB II-A	~
30	N/W	24214	1600 JESSE AVE.	13.5 X 23.5	ST.PAVMT.9"	10
31	N/W	25626	NORTHRUP @ NORFOLK DR.	10 X 15.5	ST.PAVMT.9"	10
32	N/W	25607	200 E. SUPERIOR ST.	11 X 15.5	CURBFACE WK.	~
33	N/W	25607	200 E. SUPERIOR ST.	9.5	CURB II-B	~
34	N/W	25833	2320 VERSAILLES	5.5 X 22	DR.APP.9"	~
35	N/W	25842	2000 BL.VERSAILLES	SEE ENGINEER	ST.PAVMT.9"	17
36	N/W	24345	WOOD VALLEY @ STATE ST.	22 X 29	ST.PAVMT. 9"	14

BID TAB DATE: 10-25-89

PROJECT: WMS PACKAGE XIII(89) (NORTH) RES. NO: 6136-89

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: MERSY CONST., INC. UNIT COST ($)	MERSY CONST., INC. AMOUNT ($)	BIDDER: TOMCO CONST. CO. INC. UNIT COST ($)	TOMCO CONST. CO. INC. AMOUNT ($)	BIDDER: BROOKS CONST. CO. INC. UNIT COST ($)	BROOKS CONST. CO. INC. AMOUNT ($)	BIDDER: T-G EXCAVATING INC. UNIT COST ($)	T-G EXCAVATING INC. AMOUNT ($)
1.	Pavement Removal	942	SY	9.00	8478.00	7.96	7498.32	9.00	8478.00	10.00	9420.00	13.00	12246.00
2.	Curb Removal	181	LF	8.00	1448.00	8.00	1448.00	7.50	1357.50	4.00	724.00	5.00	905.00
3.	Conc. Curb Type I-B(2' Roll)	79	LF	18.00	1422.00	12.00	948.00	18.00	1422.00	18.00	1422.00	14.00	1106.00
4.	Conc. Curb Type II-B	10	LF	18.00	180.00	15.00	150.00	15.00	150.00	17.00	170.00	25.00	250.00
5.	Conc. Curb Type II-A	92	LF	11.00	1012.00	16.00	1472.00	15.00	1380.00	5.00	460.00	13.00	1196.00
6.	Concrete Curbface Walk	19	SY	26.00	494.00	25.00	475.00	35.00	665.00	30.00	570.00	24.00	456.00
7.	Concrete Sidewalk	52	SY	28.00	1456.00	30.00	1560.00	24.00	1248.00	29.00	1508.00	27.00	1404.00
8.	Conc. Wingwalk w/ramps	14	SY	35.00	490.00	32.00	448.00	35.00	490.00	30.00	420.00	34.00	476.00
9.	Conc. Pavement for Drives 6"	167	SY	30.00	5010.00	29.00	4843.00	30.00	5010.00	36.00	6012.00	30.00	5010.00
10.	Special 7-Bag/Super Plasticizer/ Conc. Pavement 9"	629	SY	51.00	32079.00	31.79	19995.91	36.00	22644.00	45.00	28305.00	42.00	26418.00
11.	Anchor Bolts (J-Type)	93	EA	10.00	930.00	7.00	651.00	10.00	930.00	7.00	651.00	12.50	1162.50
12.	Special Backfill(#53 Stone) (Compacted into place)	312	TON	8.00	2496.00	7.00	2184.00	0.20	62.40	5.00	1560.00	13.00	4056.00
13.	Special Backfill(#53 Stone) (If Ordered)	200	TON	9.00	1800.00	1.00	200.00	0.20	40.00	5.00	1000.00	13.00	2600.00
14.	Maintenance of Traffic(Lump Sum)	1	EA	4600.00	4600.00	1000.00	1000.00	6000.00	6000.00	4024.00	4024.00	2600.00	2600.00
15.	Top Soil	40	TON	20.00	800.00	10.00	400.00	18.00	720.00	15.00	600.00	17.00	680.00
16.	Fine Grade, Seed & Mulch	99	SY	5.00	495.00	4.00	396.00	9.00	891.00	4.00	396.00	7.00	693.00
				TOTAL:	$63,190.00	TOTAL:	$43,669.23	TOTAL:	$51,487.90	TOTAL:	$57,242.00	TOTAL:	$61,258.50
						% over	0.00%	% over	0.00%	% over	0.00%	% over	0.0
						% under	30.89%	% under	18.52%	% under	9.41%	% under	3.0

CONTRACT NO. 6136-89

WATER CONSTRUCTION MAINTENANCE STREET CUTS PACKAGE XIII (89)

BOARD ORDER NO. 122-89 WORK ORDER NO. 10,813

THIS CONTRACT made and entered into in triplicate this 15th day of September, 1989, by and between MERGY CONSTRUCTION CO., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RES. NO. 6136-89 WATER CONSTRUCTION MAINTENANCE STREET CUTS PACKAGE XIII(89)

all according to RES. NO. 6136-89, Drawing No. _____, Sheets _____, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of $ 43,669.23. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

tion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 6136-89.
b. Instructions to Bidders for Contract No. 6136-89.
c. Contractor's Proposal Dated October 25, 1989.
d. Ft. Wayne Engr. Dept. Drawing #_____.
e. Supplemental Specifications for Contract No. 6136-89.
f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
h. Prevailing Wage Scale.
i. Performance and Guaranty Bond.
j. Labor and Material Payment Bond.
k. Minority/Female Employment Hourly Utilization.
l. Right-of-Way Cut Permit.
m. Comprehensive Liability Insurance Coverage.
n. MBE/WBE Committment Form.
o. _____
p. _____

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 4/30/90 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: Dave J. Mergy

_____, President

BY: Larry Mergy

_____, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

_____
Charles E. Layton
Director of Public Works

_____
Michael McAlexander
Director of Public Safety

_____
Douglas M. Lehman
Director of Administration & Finance

ATTEST:

_____
Helen V. Gochenour, Clerk

Bond No.....

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That Mergy Construction, Inc.
(Here insert the name and address or legal title of the Contractor)
2235 Butler Road, Fort Wayne, Indiana 46808,
as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana,
(Here insert the name and address or legal title of the Owner)
as Obligee, hereinafter called Owner,
in the amount of Forty three thousand thousand six hundred sixty nine and 23/100.

Dollars ($ 43,669.23), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated November 1 19 89, entered into a contract with Owner for WMS Package X11-89, Resolution #6136-89

in accordance with drawings and specifications prepared by Owner
(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 1st day of November A.D. 19 89

In the presence of:

Norma E. Pike

Mergy Construction, Inc. (SEAL)
Principal
By: Dave Meeker President
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Diana L. Smith

By Kathryn Beaudet (SEAL)
Attorney-in-Fact *Title*

C309f—
Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition.

Bond No.....

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That Mergy Construction, Inc.
(Here insert the name and address or legal title of the Contractor)
2235 Butler Road, Fort Wayne, Indiana 46808
as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana
(Here insert the name and address or legal title of the Owner)
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Forty three thousand six hundred sixty nine and 23/100.
(Here insert a sum equal to at least one-half of the contract price)
Dollars ($ 43,669.23), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated November 1 19 89, entered into a contract with Owner for WMS Package X11-89, Resolution #6136-89

in accordance with drawings and specifications prepared by Owner
(Here insert full name, title and address)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 1st day of November A.D. 1989

In the presence of:

Mergy Construction, Inc. (SEAL)
Principal
By: [signature] President
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Diana L. Smith
By [signature] (SEAL)
Attorney-in-Fact
Title

C309e¼—
Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John H. Brimner, Stephen E. Stewart, Kathryn J. Beauchot and Tamara L. Tipton, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John H. Brimner, et al, dated, February 21, 1989.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of August, A.D. 1989

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } SS:

On this 11th day of August, A.D. 1989, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FAGER NOTARY PUBLIC BALTIMORE CITY, MD.

Carol J. Fager
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 1st day of November, 1989.

044-3435

Christopher T. Maddox
Assistant Secretary

acord CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE (MM/DD/YY): 3-21-89

PRODUCER

Stewart, Brimner & Co., Inc.
P.O. Box 5577
Fort Wayne, IN 46895

INSURED

Mergy Construction, Inc.
2235 Butler Road
Fort Wayne, IN 46808

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Cincinnati Insurance Co.
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY X COMPREHENSIVE FORM X PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD X PRODUCTS/COMPLETED OPERATIONS X CONTRACTUAL X INDEPENDENT CONTRACTORS X BROAD FORM PROPERTY DAMAGE X PERSONAL INJURY	BNDR 89-1819	3-21-89	3-21-90	BODILY INJURY	$	$
					PROPERTY DAMAGE	$	$
					BI & PD COMBINED	$ 500	$ 500
					PERSONAL INJURY		$ INCL.
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS (PRIV. PASS) ALL OWNED AUTOS (OTHER THAN PRIV. PASS) X HIRED AUTOS X NON OWNED AUTOS GARAGE LIABILITY	BNDR 89-1819	3-21-89	3-21-90	BODILY INJURY (PER PERSON)	$	
					BODILY INJURY (PER ACCIDENT)	$	
					PROPERTY DAMAGE	$	
					BI & PD COMBINED	$ 500	
A	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	CCC 2531485	3-21-89	3-21-90	BI & PD COMBINED	$ 1,000	$ 1,000
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC 2290137-02	3-21-89	3-21-90	STATUTORY		
						$ 100 (EACH ACCIDENT)	
						$ 500 (DISEASE-POLICY LIMIT)	
						$ 100 (DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Department of Purchasing
City of Fort Wayne
One Main Street
Room 350
Fort Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Stephen E. Stuart

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Read the first time in full and on motion by Talarico, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATED: 11-28-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Long, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 12-12-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE ~~RESOLUTION~~ NO. S-203-89 on the 12th day of December, 19 89

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Charles B. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of December, 19 89, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 18th day of December, 19 89, at the hour of 8:00 o'clock A.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 6136-89, Water Construction Maintenance Street Cuts , Pkg. XIII (89)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 6136-89, Water Construction Maintenance Street Cuts, Pkg. XIII (89) is for the improvement and restoration of various street cuts (36 in NW & NE Quandrant of Fort Wayne) made by the WAter Construction Maintenance Department to its original and aesthetic quality. Locations are as per the attached. Mergy Construction Company is the contractor.

D-89-11-28

EFFECT OF PASSAGE Improved street conditions as listed above.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $43,669.23

ASSIGNED TO COMMITTEE

BILL NO. S-89-11-28

REPORT OF THE COMMITTEE ON PUBLIC WORKS

SAMUEL J. TALARICO, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
LONG, GiaQUINTA, BURNS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR RES. 6136-89, WATER CONSTRUCTION MAINTENANCE STREET CUTS PKG. XIII (89) between MERGY CONSTRUCTION COMPANY and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Samuel J. Talarico			
Mark E. GiaQuinta			

DATED: 12-12-89.

Sandra E. Kennedy
City Clerk